

# EXHIBIT A

# EXHIBIT A

# SUMMONS (CITACION JUDICIAL)

**NOTICE TO DEFENDANT:** Intuit, Inc. and Does 1 - 10  
**(AVISO AL DEMANDADO):**

**YOU ARE BEING SUED BY PLAINTIFF:** Margaret Tretola, as  
**(LO ESTÁ DEMANDANDO EL DEMANDANTE):** Successor in  
Interest of Michael J. Tretola, deceased

SUM-100

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)ENDORSED  
FILED

2014 SEP -5 P 12:47

Dadill, Yamasaki, Clerk of the Superior Court  
County of Santa Clara, California

A. Ramirez

Dey, Ltd.

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

SANTA CLARA COUNTY SUPERIOR COURT  
191 North First Street San Jose, CA 95113

San Jose, CA 95113

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

MICHAEL D. MEADOWS (SBN: 62110)  
Casper, Meadows, Schwartz & Cook  
2121 N. California Blvd.  
Walnut Creek, CA 94596

925.947.1147 925.947.1131

DAVID H. YAMASAKI

Chief Executive Officer, Clerk

DATE: SEP - 5 2014

(Fecha)

Clerk, by

(Secretario)

Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

**NOTICE TO THE PERSON SERVED:** You are served

1. ☐ as an individual defendant.  
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): **INTUIT, INC.**

under: ☒ CCP 416.10 (corporation)

☐ CCP 416.60 (minor)

☐ CCP 416.20 (defunct corporation)

☐ CCP 416.70 (conservatee)

☐ CCP 416.40 (association or partnership)

☐ CCP 416.80 (authorized person)

☐ other (specify):

4. ☐ by personal delivery on (date):

Page 1 of 1

<p><b>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):</b>  <b>MICHAEL D. MEADOWS (SBN: 62110)</b>  Casper, Meadows, Schwartz &amp; Cook  2121 N. California Blvd.  Suite 1020  Walnut Creek, CA 94596  TELEPHONE NO: 925.947.1147 FAX NO. (Optional): 925.947.1131  E-MAIL ADDRESS (Optional):  <b>ATTORNEY FOR (Name):</b> <u>Petitioner</u></p> <p><b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA</b>  <b>STREET ADDRESS:</b> 191 North First Street  <b>MAILING ADDRESS:</b>  <b>CITY AND ZIP CODE:</b> San Jose, CA 95113  <b>BRANCH NAME:</b> Downtown Branch</p> <p><b>PLAINTIFF:</b> Margaret Tretola, as Successor in Interest of  Michael J. Tretola, deceased  <b>DEFENDANT:</b> Intuit, Inc.</p> <p><input checked="" type="checkbox"/> DOES 1 TO 10</p> <p style="text-align: center;"><b>CONTRACT</b></p> <p><input checked="" type="checkbox"/> COMPLAINT      <input type="checkbox"/> AMENDED COMPLAINT (Number):  <input type="checkbox"/> CROSS-COMPLAINT      <input type="checkbox"/> AMENDED CROSS-COMPLAINT (Number):</p> <p><b>Jurisdiction (check all that apply):</b>  <input type="checkbox"/> ACTION IS A LIMITED CIVIL CASE  Amount demanded <input type="checkbox"/> does not exceed \$10,000  <input type="checkbox"/> exceeds \$10,000, but does not exceed \$25,000  <input checked="" type="checkbox"/> ACTION IS AN UNLIMITED CIVIL CASE (exceeds \$25,000)  <input type="checkbox"/> ACTION IS RECLASSIFIED by this amended complaint or cross-complaint  <input type="checkbox"/> from limited to unlimited  <input type="checkbox"/> from unlimited to limited</p>	<p style="text-align: right;"><b>PLD-C-001</b></p> <p><b>FOR COURT USE ONLY</b></p> <p style="font-size: 1.5em; font-weight: bold;">ENDORSED FILED</p> <p style="font-size: 1.2em;">2014 SEP -5 P 12:47</p> <p style="font-size: 0.8em;">David H. Meadows, Clerk of the Superior Court  County of Santa Clara, California  By: <u>[Signature]</u> Deputy Clerk</p> <hr/> <p><b>CASE NUMBER:</b>  <span style="font-size: 1.5em; font-weight: bold;">114 CV 270256</span></p>
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1. Plaintiff\* (name or names): Margaret Tretola

alleges causes of action against defendant\* (name or names): Intuit, Inc.,

2. This pleading, including attachments and exhibits, consists of the following number of pages: 3

3. a. Each plaintiff named above is a competent adult

☐ except plaintiff (name):

- (1) ☐ a corporation qualified to do business in California  
(2) ☐ an unincorporated entity (describe):  
(3) ☐ other (specify):

b. ☐ Plaintiff (name):

a. ☐ has complied with the fictitious business name laws and is doing business under the fictitious name (specify):

b. ☐ has complied with all licensing requirements as a licensed (specify):

c. ☐ Information about additional plaintiffs who are not competent adults is shown in Attachment 3c.

4. a. Each defendant named above is a natural person

☒ except defendant (name): Intuit, Inc.      ☐ except defendant (name):

- |   |  |
|---|--|
| (1) <input type="checkbox"/> a business organization, form unknown<br>(2) <input checked="" type="checkbox"/> a corporation<br>(3) <input type="checkbox"/> an unincorporated entity (describe):<br>(4) <input type="checkbox"/> a public entity (describe):<br>(5) <input type="checkbox"/> other (specify): | (1) <input type="checkbox"/> a business organization, form unknown<br>(2) <input type="checkbox"/> a corporation<br>(3) <input type="checkbox"/> an unincorporated entity (describe):<br>(4) <input type="checkbox"/> a public entity (describe):<br>(5) <input type="checkbox"/> other (specify): |
|---|--|

PLD-C-001

SHORT TITLE: Tretola v. Intuit

CASE NUMBER:

4. (Continued)

b. The true names of defendants sued as Does are unknown to plaintiff.

(1) ☒ Doe defendants (specify Doe numbers): 1-5 were the agents or employees of the named defendants and acted within the scope of that agency or employment.(2) ☒ Doe defendants (specify Doe numbers): 6-10 are persons whose capacities are unknown to plaintiff.c. ☐ Information about additional defendants who are not natural persons is contained in Attachment 4c.d. ☐ Defendants who are joined under Code of Civil Procedure section 382 are (names):5. ☐ Plaintiff is required to comply with a claims statute, anda. ☐ has complied with applicable claims statutes, orb. ☐ is excused from complying because (specify):6. ☒ This action is subject to ☒ Civil Code section 1812.10 ☐ Civil Code section 2984.4.

7. This court is the proper court because

a. ☒ a defendant entered into the contract here.b. ☐ a defendant lived here when the contract was entered into.c. ☐ a defendant lives here now.d. ☐ the contract was to be performed here.e. ☒ a defendant is a corporation or unincorporated association and its principal place of business is here.f. ☐ real property that is the subject of this action is located here.g. ☐ other (specify):

8. The following causes of action are attached and the statements above apply to each (each complaint must have one or more causes of action attached):

☒ Breach of Contract☐ Common Counts☐ Other (specify):9. ☐ Other allegations:

10. Plaintiff prays for judgment for costs of suit; for such relief as is fair, just, and equitable; and for

a. ☐ damages of: \$b. ☒ interest on the damages(1) ☒ according to proof(2) ☐ at the rate of (specify):

percent per year from (date):

c. ☒ attorney's fees(1) ☐ of: \$(2) ☒ according to proof.d. ☐ other (specify):11. ☐ The paragraphs of this pleading alleged on information and belief are as follows (specify paragraph numbers):

Date: 9-4-14

MICHAEL D. MEADOWS (SBN: 62110)

(TYPE OR PRINT NAME)



(SIGNATURE OF PLAINTIFF OR ATTORNEY)

(If you wish to verify this pleading, affix a verification.)



PLD-C-001(1)

SHORT TITLE: Tretola, et al. v. Intuit

CASE NUMBER:

First

(number)

## CAUSE OF ACTION—Breach of Contract

ATTACHMENT TO ☒ Complaint ☐ Cross - Complaint

(Use a separate cause of action form for each cause of action.)

BC-1. Plaintiff (name): Margaret Tretola

alleges that on or about (date): June 24, 2001

a ☒ written ☐ oral ☐ other (specify):

agreement was made between (name parties to agreement): Michael J. Tretola and Intuit, Inc.

☒ A copy of the agreement is attached as Exhibit A, or☐ The essential terms of the agreement ☐ are stated in Attachment BC-1 ☐ are as follows (specify):

BC-2. On or about (dates): 9/21/11 and following

defendant breached the agreement by ☐ the acts specified in Attachment BC-2 ☒ the following acts (specify):

Denying benefits owed to Plaintiff following the death of her husband, Michael J. Tretola, under the terms of his employment and compensation agreement with Defendant.

BC-3. Plaintiff has performed all obligations to defendant except those obligations plaintiff was prevented or excused from performing.

BC-4. Plaintiff suffered damages legally (proximately) caused by defendant's breach of the agreement

☐ as stated in Attachment BC-4 ☒ as follows (specify):

Loss of death benefits available under the terms of her husband's employment agreement with Defendant.

BC-5. ☐ Plaintiff is entitled to attorney fees by an agreement or a statute☐ of \$☒ according to proof.BC-6. ☐ Other:

Page

Page 1 of 1



2650 Casey Avenue  
Mountain View, CA 94043  
<http://www.intuit.com>

June 22, 2001

Mike Tretola  
15718 Fox Marsh Drive  
Moseley, VA 23120

Dear Mike:

On behalf of the Intuit team, I would like to express our excitement in having you join us in the position of Process Excellence Leader - Master Black Belt, reporting to Narinder Sandhu. We have all been impressed and excited by your talents, energy, and enthusiasm, and we would like to extend a formal offer of employment to you. Please review the terms below and call us with any questions you may have.

#### **Annual Salary**

Annual salary of \$115,000.00 plus participation in Intuit's Employee Performance-Sharing Program. Performance-sharing payments are made semi-annually to employees in good standing. Performance sharing is never guaranteed, since it depends on the company's growth and profitability.

This position is eligible for incentive compensation under Intuit's Annual Variable Pay (AVP) Plan. To be eligible for an award under this plan, you must be employed for at least the final three (3) months of the fiscal year. Once eligible, your annual AVP award target will be 15% of your base salary (payout will be prorated based on months of eligibility). Your actual award will be determined in accordance with the terms and conditions outlined in the Plan.

#### **Sign-on Bonus**

Also included with this offer is a one-time sign-on bonus of \$10,000.00 (gross) which will be paid out with your first pay check. If you leave Intuit voluntarily, or involuntarily for reasons of 'Cause' within six (6) months of your hire date, you agree to reimburse Intuit 1/6<sup>th</sup> of your sign-on bonus for each month of service less than six (6) months.

#### **Equity**

In addition, you will receive rights, subject to necessary approvals by Intuit to purchase 6,000 shares of Common Stock of Intuit Inc. in the form of non-qualified stock options, at an exercise price equal to fair market value of Intuit's Common Stock on the date of grant. Such options shall be subject to the terms of the Intuit Inc. 1993 Equity Incentive Plan.



Intuit cannot guarantee that options will be approved and priced on any specific timeline. However, you will probably receive an option grant on the first business day of the month following your date of hire. The option price is the close of market price of Intuit's publicly traded stock on the date the option is approved. The beginning of the vesting period, however, coincides with the first day of Intuit employment.

#### **Paid Vacation**

You will accrue two (2) weeks of vacation during your first year of employment. After one year of service, you will accrue three (3) weeks of vacation.

#### **Sick Days**

You will be granted 40 hours each calendar year to be used in the event of your illness. Your sick leave will accrue at the rate of 1.54 hours per pay period (Bi-weekly).

#### **Performance/Salary Reviews**

Performance and Salary Reviews are conducted at least once per year.

#### **Insurance**

You will be covered by the company's group health, life and dental insurance plans. Your benefits will be effective on the first day of the month following your date of hire.

#### **Start Date**

We anticipate that your start date will be July 16, 2001. If this is not your understanding, please contact your manager immediately.

#### **Confidentiality**

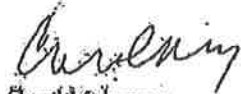
This letter confirms our understanding that you are not subject to any employment agreement that would preclude us from offering this position to you or your joining our organization. This also confirms that you will not be asked to disclose to us any secrets or proprietary information from your prior places of employment. In addition, you will agree to execute a non-disclosure agreement as a condition of employment.

This letter also confirms the understanding that employment at Intuit is at the mutual consent of you and Intuit, and is at will in nature and can be terminated at anytime by yourself or Intuit. You will be required to show proof of citizenship, permanent residency in the United States, or authorization to work in the United States, when you begin work at Intuit. We will be asking for these documents during the Orientation on the Monday on or following your first day at work.

This letter constitutes the Entire Agreement between you and Intuit and supersedes any and all prior agreements between the parties regarding employment. Please review these terms to make sure they are consistent with your understanding. If so, please sign and date both copies of this letter and confirm your planned start date. The original of this letter is for your records. Please return the copy to Sharon Ferrer by June 25, 2001, to Intuit, Inc., 2650 Casey Avenue, Mountain View, CA 94043. This offer expires June 25, 2001. If you have any questions about this offer, please contact Narinder Sandhu at (650) 944-3972.

We look forward to your joining the Intuit team.

Sincerely,

  
Carol Mahoney  
Director of Talent Acquisition

Accepted: Michael T. Smith Date: 6/29/01 Start Date: 7/16/01

Reg: 2320

OLV: 13



EMPLOYEE INVENTION ASSIGNMENT AND CONFIDENTIALITY AGREEMENT

1. I understand that Intuit Inc. (the "Company") is engaged in a continuous program of research, development, production and marketing in connection with its business and that it is critical for the Company to preserve and protect its Proprietary Information (as defined below), its rights in Inventions (as defined below) and in all related intellectual property rights (collectively referred to as "Intellectual Property"). Accordingly, I am entering into this agreement as a condition of my employment with the Company, whether or not I am expected to create inventions of value for the Company.

2. I understand that during the course of my employment with the Company it is likely I will gain access to information of a confidential or secret nature, including but not limited to Inventions (as defined below), marketing plans, product plans, business strategies, financial information, forecasts, personnel information, customer lists, and trade secrets ("Proprietary Information"). Such information may relate to the business of the Company or to the business or any subsidiary, affiliate or any party with whom the Company is bound to hold information of such party confidential.

3. I agree that, at all times, both during my employment and after I leave the Company, I will keep and hold any Proprietary Information in strict confidence and trust, and I will not use or disclose any Proprietary Information without first receiving the Company's express written consent, except if compelled by government or court order to do so. Upon leaving the Company, I will promptly give to the Company all documents, materials or property in my possession related to the Company. I will not take with me any property or copies of my work or Company related documents and materials that I have received or used, including Proprietary Information.

4. During the course of my employment, I agree to promptly disclose in confidence to the Company all inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, computer software programs, databases, mask works and trade secrets ("Inventions") that I make or conceive or first reduce to practice or create, either alone or jointly with others, whether or not in the course of my employment, and whether or not such Inventions are patentable, copyrightable or protectible as trade secrets.

5. I understand that, under the copyright laws, any copyrightable works prepared by me within the course and scope of my employment are "works for hire". Consequently, the Company will be considered the author and owner of such works.

6. I agree that all Inventions that (a) are developed using equipment, supplies, facilities, or trade secrets of the Company, (b) result from work performed by me for the Company, or (c) relate to the Company's business or current or anticipated research and development, will be the sole and exclusive property of the Company. I hereby assign and agree to transfer to the Company any and all rights that I may have in any such Inventions and in any associated Intellectual Property.

7. I also waive and agree never to assert any "Moral Rights" I might have in or with respect to any Invention even after I leave the Company. Moral Rights means any right (or similar right existing under the judicial or statutory law of any country or treaty) to claim authorship of any Invention, to object or prevent modification of any Invention, or to withdraw from circulation or to control the publication or distribution of any Invention.

8. I agree to assist the Company in every proper way to obtain and enforce the intellectual property protection for any Intellectual Property in any and all countries. I will sign documents that the Company may reasonably request to obtain such protection. My obligations under this paragraph will continue even after I leave the Company, provided the Company will reimburse me at a reasonable rate after I leave the Company for time or expenses actually spent by me on its behalf.

9. I understand that my employment with the Company requires my undivided attention and effort. As a result, during my employment, I will not, without the company's express written consent, engage in any other employment or business that (i) directly or indirectly competes with the current or future business of the Company; (ii) uses any Company information, equipment, supplies, facilities or materials; or (iii) otherwise interferes or conflicts in any way with my employment with the Company.

10. During my employment with the Company and for a period of one (1) year thereafter, I will not directly or indirectly solicit away employees or consultants of the Company for my own benefit or for the benefit of any other person or entity.

11. During my employment with the Company and after termination of my employment, I will not directly or indirectly solicit or take away suppliers or customers of the Company if the identity of the supplier or customer or information about the supplier or customer relationship is a trade secret or is otherwise deemed confidential information within the meaning of California law.

12. I agree and authorize the Company to use, reuse, and grant others the right to use and reuse, both during and after my employment, my name, photograph, likeness (including caricature), voice, and biographical information, and any reproduction or simulation thereof, in any current or future media (including but not limited to film, video and digital or other electronic media) in connection with any promotion, marketing or advertising of the Company or its products or services.

13. I represent that my performance of all the terms of this agreement and my responsibilities as an employee of the Company will not breach any invention assignment/proprietary information agreement with any former employer or other party and that will not use or disclose any trade secrets or proprietary information from any former employer or third party in the course of my employment with the Company. I also represent that I will not bring with me to the Company or use in the performance of my responsibilities for the Company any property of a former employer that would not generally be available to the public or have not been legally transferred to the Company. I hereby authorize the Company to notify, after I leave the Company, my employer or future employer of the terms of this Agreement and my responsibilities detailed in this agreement.



14. I understand that any breach or threatened breach of this agreement by me will likely result in irreparable harm and the Company will be entitled to injunctive relief to enforce this agreement and shall have the right to recover the reasonable attorney's fees and court costs expended in connection with any litigation instituted to enforce this agreement.

15. This agreement will be governed and interpreted in accordance with the internal laws of the State of California, without regard to or application of choice of law rules or principles. In the event that any provision of this agreement is found by a court or other competent tribunal to be illegal, invalid or unenforceable, then that provision will not be voided but enforced to the maximum extent allowed, and the remainder of the agreement will remain in full force and effect.

16. I have been notified and understand that certain Inventions may be excepted from this agreement, if it qualifies fully under the provisions of Section 2870 of the California Labor Code, which states as follows:

ANY PROVISION IN AN EMPLOYMENT AGREEMENT WHICH PROVIDES THAT AN EMPLOYEE SHALL ASSIGN, OR OFFER TO ASSIGN, ANY OF HIS OR HER RIGHTS IN AN INVENTION TO HIS OR HER EMPLOYER SHALL NOT APPLY TO AN INVENTION THAT THE EMPLOYEE DEVELOPED ENTIRELY ON HIS OR HER OWN TIME WITHOUT USING THE EMPLOYER'S EQUIPMENT, SUPPLIES, FACILITIES, OR TRADE SECRET INFORMATION EXCEPT FOR THOSE INVENTIONS THAT EITHER: (1) RELATE AT THE TIME OF CONCEPTION OR REDUCTION TO PRACTICE OF THE INVENTION TO THE EMPLOYER'S BUSINESS, OR ACTUALLY OR DEMONSTRABLY ANTICIPATED RESEARCH OR DEVELOPMENT OF THE EMPLOYER, OR (2) RESULT FROM ANY WORK PERFORMED BY THE EMPLOYEE FOR THE EMPLOYER. TO THE EXTENT A PROVISION IN AN EMPLOYMENT AGREEMENT PURPORTS TO REQUIRE AN EMPLOYEE TO ASSIGN AN INVENTION OTHERWISE EXCLUDED FROM BEING REQUIRED TO BE ASSIGNED UNDER CALIFORNIA LABOR CODE SECTION 2870(a), THE PROVISION IS AGAINST THE PUBLIC POLICY OF THIS STATE AND IS UNENFORCEABLE.

17. I understand that this agreement does not constitute an employment contract or obligate the Company to employ me for any period of time. I understand that my employment with the Company is at will and may be terminated by the Company at any time and for any reason, with or without notice. This agreement will be effective as of the first day of my employment by the Company which will be July 16<sup>th</sup>, 2001.

Intuit Inc.:

By: Wanda C. Barnett

Name: Wanda C. Barnett

Title: SR. HR. REP

Employee:

By: Michael Treto

Name: MICHAEL TRETO



ATTACHMENT CV-5012

**CIVIL LAWSUIT NOTICE**Superior Court of California, County of Santa Clara  
191 N. First St., San Jose, CA 95113CASE NUMBER: **114CV270256****PLEASE READ THIS ENTIRE FORM**

**PLAINTIFF** (the person suing): Within 60 days after filing the lawsuit, you must serve each Defendant with the *Complaint*, *Summons*, an *Alternative Dispute Resolution (ADR) Information Sheet*, and a copy of this *Civil Lawsuit Notice*, and you must file written proof of such service.

**DEFENDANT** (The person sued): You must do each of the following to protect your rights:

1. You must file a written response to the *Complaint*, using the proper legal form or format, in the Clerk's Office of the Court, within 30 days of the date you were served with the *Summons* and *Complaint*;
2. You must serve by mail a copy of your written response on the Plaintiff's attorney or on the Plaintiff if Plaintiff has no attorney (to "serve by mail" means to have an adult other than yourself mail a copy); and
3. You must attend the first Case Management Conference.

Warning: If you, as the Defendant, do not follow these instructions, you may automatically lose this case.

**RULES AND FORMS:** You must follow the California Rules of Court and the Superior Court of California, County of Santa Clara Local Civil Rules and use proper forms. You can obtain legal information, view the rules and receive forms, free of charge, from the Self-Help Center at 99 Notre Dame Avenue, San Jose (408-882-2900 x-2926), [www.sccselfservice.org](http://www.sccselfservice.org) (Select "Civil") or from:

- State Rules and Judicial Council Forms: [www.courtinfo.ca.gov/forms](http://www.courtinfo.ca.gov/forms) and [www.courtinfo.ca.gov/rules](http://www.courtinfo.ca.gov/rules)
- Local Rules and Forms: <http://www.sccsuperiorcourt.org/civil/rule1loc.htm>

**CASE MANAGEMENT CONFERENCE (CMC):** You must meet with the other parties and discuss the case, in person or by telephone, at least 30 calendar days before the CMC. You must also fill out, file and serve a *Case Management Statement* (Judicial Council form CM-110) at least 15 calendar days before the CMC.

You or your attorney must appear at the CMC. You may ask to appear by telephone – see Local Civil Rule 8.

Your Case Management Judge is: Carol Overton Department: 5

The 1<sup>st</sup> CMC is scheduled for: (Completed by Clerk of Court)

Date: JAN - 6 2015 Time: 3:45pm in Department: 5

The next CMC is scheduled for: (Completed by party if the 1<sup>st</sup> CMC was continued or has passed)

Date: \_\_\_\_\_ Time: \_\_\_\_\_ In Department: \_\_\_\_\_

**ALTERNATIVE DISPUTE RESOLUTION (ADR):** If all parties have appeared and filed a completed *ADR Stipulation Form* (local form CV-5008) at least 15 days before the CMC, the Court will cancel the CMC and mail notice of an ADR Status Conference. Visit the Court's website at [www.sccsuperiorcourt.org/civil/ADR/](http://www.sccsuperiorcourt.org/civil/ADR/) or call the ADR Administrator (408-882-2100 x-2530) for a list of ADR providers and their qualifications, services, and fees.

**WARNING:** Sanctions may be imposed if you do not follow the California Rules of Court or the Local Rules of Court.

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**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA**  
**ALTERNATIVE DISPUTE RESOLUTION**  
**INFORMATION SHEET / CIVIL DIVISION**

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Many cases can be resolved to the satisfaction of all parties without the necessity of traditional litigation, which can be expensive, time consuming, and stressful. The Court finds that it is in the best interests of the parties that they participate in alternatives to traditional litigation, including arbitration, mediation, neutral evaluation, special masters and referees, and settlement conferences. Therefore, all matters shall be referred to an appropriate form of Alternative Dispute Resolution (ADR) before they are set for trial, unless there is good cause to dispense with the ADR requirement.

*What is ADR?*

ADR is the general term for a wide variety of dispute resolution processes that are alternatives to litigation. Types of ADR processes include mediation, arbitration, neutral evaluation, special masters and referees, and settlement conferences, among others forms.

*What are the advantages of choosing ADR instead of litigation?*

ADR can have a number of advantages over litigation:

- < ADR can save time. A dispute can be resolved in a matter of months, or even weeks, while litigation can take years.
- < ADR can save money. Attorney's fees, court costs, and expert fees can be reduced or avoided altogether.
- < ADR provides more participation. Parties have more opportunities with ADR to express their interests and concerns, instead of focusing exclusively on legal rights.
- < ADR provides more control and flexibility. Parties can choose the ADR process that is most likely to bring a satisfactory resolution to their dispute.
- < ADR can reduce stress. ADR encourages cooperation and communication, while discouraging the adversarial atmosphere of litigation. Surveys of parties who have participated in an ADR process have found much greater satisfaction than with parties who have gone through litigation.

*What are the main forms of ADR offered by the Court?*

- < Mediation is an informal, confidential, flexible and non-binding process in which the mediator helps the parties to understand the interests of everyone involved, and their practical and legal choices. The mediator helps the parties to communicate better, explore legal and practical settlement options, and reach an acceptable solution of the problem. The mediator does not decide the solution to the dispute; the parties do.
- < Mediation may be appropriate when:
  - < The parties want a non-adversary procedure
  - < The parties have a continuing business or personal relationship
  - < Communication problems are interfering with a resolution
  - < There is an emotional element involved
  - < The parties are interested in an injunction, consent decree, or other form of equitable relief
- < Neutral evaluation, sometimes called "Early Neutral Evaluation" or "ENE", is an informal process in which the evaluator, an experienced neutral lawyer, hears a compact presentation of both sides of the case, gives a non-binding assessment of the strengths and weaknesses on each side, and predicts the likely outcome. The evaluator can help parties to identify issues, prepare stipulations, and draft discovery plans. The parties may use the neutral's evaluation to discuss settlement.

Neutral evaluation may be appropriate when:

- < The parties are far apart in their view of the law or value of the case
- < The case involves a technical issue in which the evaluator has expertise
- < Case planning assistance would be helpful and would save legal fees and costs
- < The parties are interested in an injunction, consent decree, or other form of equitable relief

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